

1 BILL NO. S-84-1-19

2 SPECIAL ORDINANCE NO. S-10-84

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and T-G Excavating, for Res. #391-83,  
7 Lawrence Drain Sewer Improvement  
8 Project.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,  
12 by the City of Fort Wayne by and through its Board of Public  
13 Works and T-G Excavating, for Res. #391-83, Lawrence Drain Sewer  
14 Improvement Project, is hereby ratified, and affirmed and approved  
15 in all respects. The work under said Contract requires:

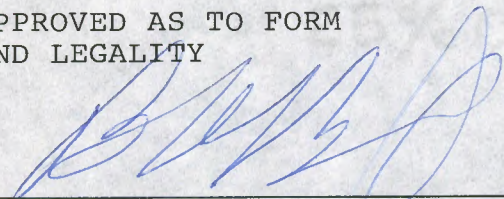
16 improvement of Lawrence Drain by  
17 installing a storm sewer and con-  
18 structing an open ditch within  
19 the Southwest Quarter of Section 7,  
20 Township 30 North, Range 13 East  
21 in Allen County, Indiana. Said  
22 Sewer shall be 98" x 63" elliptical  
23 pipe;

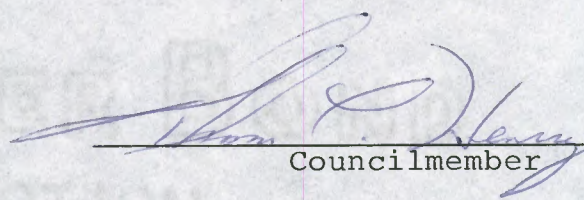
24 the Contract price is One Hundred Eighty Thousand One Hundred  
25 Twelve and 45/100 Dollars (\$180,112.45).

26 SECTION 2. Prior Approval was received from Council  
27 with respect to this Contract on December 27, 1983. Two (2)  
28 copies of the Contract attached hereto are on file with the City  
29 Clerk, and are available for public inspection.

30 SECTION 3. That this Ordinance shall be in full force  
31 and effect from and after its passage and any and all necessary  
32 approval by the Mayor.

33 APPROVED AS TO FORM  
34 AND LEGALITY

35   
36 Bruce O. Boxberger, City Attorney

37   
38 Councilmember



Read the first time in full and on motion by Henry, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., E.S.

DATE: 1-24-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 2-14-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(SPECIAL) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. S-10-84  
on the 14th day of February, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. E. Cook  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of February, 1984, at the hour of 2:00 o'clock 2.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 21st day of February, 1984, at the hour of 1 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



73-252-10  
1/11/84

11<sup>th</sup> January

CONTRACT 391-1983

THIS ~~1983~~ CONTRACT made and entered into in triplicate this ~~22nd~~ day of ~~Decem~~  
~~ber~~ 1983, by and between T-G EXCAVATING, INC., herein called "CONTRACTOR,"  
and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting  
by and through the Mayor and the Board of Public Works, hereinafter called  
"OWNER,"

WITNESSETH, that the Contractor and the Owner for the consideration herein-  
after named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, trans-  
portation, miscellaneous equipment, etc., necessary for the installation  
of the following:

Beginning at a proposed headwall structure located 1005± LF east of and  
15± LF north of the centerline intersection of Getz Road and Wilkie Drive;  
thence south a distance of 50± LF; thence southwesterly a distance of 210±  
LF; thence southwesterly a distance of 440± LF terminating at a point 40±  
LF northeast of an existing storm structure within the north right-of-way  
line of Jefferson Boulevard (formerly known as U.S. Highway #24).

Said sewer shall be 98" x 63" elliptical pipe,

all according to Fort Wayne Pollution Control Engineering Department's Draw-  
ing No. SY -11113, Sheets 1 through 13, and do everything required by this  
contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay contractor for the performance of the contract the unit  
price sum of \$180,112.95. In the event the amount of work is increased  
or decreased by Owner, the contract sum shall be increased or decreased  
according to the unit price schedule set forth in the Contractor's Proposal.

PHASE I

98"x63" Ellip. RCP CL IV	Two Hundred Fourteen and no/100	\$ 214.00
Special Backfill #73	Eight and 15/100	\$ 8.15
18" RCP C1 IV and Connection	Twenty and no/100	\$ 20.00
Sign Relocation (Concrete Base)	One Hundred Seventy-Five and no/100	\$ 175.00
6" Asphalt Parking Lot Replacement	Nine and 55/100	\$ 9.55
Mobilization and Traffic Control	Two Thousand Three Hundred	\$2,300.00
6" Sign Post Reloc.	Three Hundred Seventy-Five	\$ 375.00
Relay of Underground Light Cable	Three Hundred Forty	\$ 340.00



## Phase II

98"x63" Ellip. RCP CL IV	Two Hundred Fourteen and no/100	\$ 214.00
Special Backfill #73		
Stone	Eight and 15/100	\$ 8.15
8" Deep Strength Asphalt		
Street Replacement	Fifteen and 89/100	\$ 15.89
Concrete Headwall Struct.	Three Hundred Forty-Two	\$ 342.00
12" RCP CL IV and		
Connection	Twenty-Nine and no/100	\$ 29.00
Guard Rail (Fort Wayne		
Specs)	Fifteen and/50	\$ 15.50
Utility Relocation	Three Hundred Fifty	\$ 350.00

### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the contractor.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted thereupon and the entire balance of the contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by this employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.



#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on 12 December 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 391-1983
- B. Instructions to Bidders for Contract No. 391-1983
- C. Contractor's Proposal dated 21 December 1983
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11113, Sheets 1 through 13.
- E. General Specifications and Conditions, detailed specifications, construction Standards for the installation of storm and sanitary sewers adopted 23 July 1980 and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department
- F. Special Provisions
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne
- H. Non-Discrimination of Labor General Ordinance No. G-34-78 (as amended)
- I. Prevailing Wage Scale
- J. Performance Bond
- K. Labor and Material Payment Bond
- L. Comprehensive Liability Insurance Coverage
- M. Notice of Award
- N. Notice to Proceed
- O. Change Order
- P. Notice of Final Acceptance
- Q. Right-of-Way Cut Permit

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Engineering Department, and his decision shall be final and conclusive upon the parties.



Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public works

**ARTICLE 12. COMPLETION DATE**

The contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

**ARTICLE 13. COUNCILMANIC APPROVAL**

This Agreement although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By Thomas M. Stockamp  
President

By Harold R. Zinn  
Asst. Secretary

**CITY OF FORT WAYNE**

By Win Moses, Jr.  
Win Moses, Jr., Mayor

**BOARD OF PUBLIC WORKS**

Stephen A. Bailey  
Stephen A. Bailey, Chairman

Betty R. Collins  
Betty R. Collins, Member

Jack Wilson, Sr.  
Jack Wilson, Sr., Member

ATTEST:

Helen Gochenour  
Helen Gochenour, Clerk

APPROVED by the Common Council of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that:

T-G EXCAVATING, INC.

5544 Huguenard Road, Fort Wayne, In 46818

a Corporation hereinafter called Principal, and Fidelity and Deposit

Company of Maryland, Baltimore, Maryland

Surety

Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of One Hundred Eighty Thousand One Hundred Twelve and 95/100 (\$180,112.95) Dollars, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the principal entered into certain contract with the City, dated \_\_\_\_\_ day of December 1983, for the construction of:

LAWRENCE DRAIN IMPROVEMENT PROJECT

Phases I and II

Resolution 391-1983

Beginning at a proposed headwall structure located 1005± LF east of and 15± LF north of the centerline intersection of Getz Road and Wilkie Drive; thence south a distance of 50± LF; thence southwesterly a distance of 210± LF; thence southwesterly a distance of 400± LF terminating at a point 40± LF northeast of an existing storm structure within the north right-of-way line of Jefferson Boulevard (formerly known as U.S. Highway #24).

Said sewer shall be 98" x 63" elliptical pipe,



all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11113, Sheets 1 through 13 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda adopted 23 July 1980, and,

WHEREAS, said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREOFRE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.



IN WITNESS WHEREOF, this instrument is exeucted in \_\_\_\_\_  
number  
counterparts, each one of which shall be deemed an original, this \_\_\_\_\_  
day of December, 198\_\_\_\_.

ATTEST:

Harold A. Zinn  
(Principal) Secretary

Ann M. Lupton  
(Witness as to Principal)

\_\_\_\_\_  
Address

T-G Excavating, Inc.

Principal

By Thomas M. Stockamp, Pres.

5544 Huguenard Road

Address

Fort Wayne, IN 46818

Fidelity and Deposit Company of Maryland  
Surety

ATTEST:

Donald L. Coffey  
(Surety) Secretary

[SEAL]

Judith A. Snyder  
Witness as to Surety

P. O. Box 11309

(Address)

Fort Wayne, IN 46857

By Duane E. Lupke  
Attorney-in-Fact Duane E. Lupke

P. O. Box 11309

(Address)

Fort Wayne, IN 46857

NOTE: Date of Bond must not be prior to date of Contract. If Contractor  
is Partnership, all partners should execute bond.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

T-G EXCAVATING, INC.

(Name of Contractor)

5544 HUGUENARD ROAD, FORT WAYNE, IN 46808

(Address of Contractor)

a CORPORATION, hereinafter called Principal  
(Corporation, Partnership or Individual)

and Fidelity and Deposit Company of Maryland

(Name of Surety)

And duly authorized to transact business in the State of Indiana hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of One Hundred Eighty Thousand One Hundred twelve and 95/100 Dollars (\$180,112.95) (value of work) for the payment whereof well and truly to be made the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:

Lawrence Drain Improvement Project, Phase I and II,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing NO. SY-11113, Sheets 1-13, and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, thereby stipulates and agrees that no change extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work whether by subcontractor or otherwise, then this obligation shall be void; otherwise

Contract No. 391-1983



to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts  
(number)

Each one of which shall be deemed an original, this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

ATTEST:

Harold R. [Signature]  
(Principal) Secretary  
SEAL

Ann M. [Signature]  
Witness to Principal

Address

ATTEST:

Donald L. Cappy  
(Surety) Secretary

(SEAL)

Judith A. Snyder  
Witness as to Surety

P. O. Box 11309

(Address)

Fort Wayne, IN 46857

T-G Excavating, Inc.

Principal

By Thomas M. Stockamp, Pres (S)  
5544 Huguenard Road  
(Address)

Fort Wayne, IN 46818

Fidelity and Deposit Company of Maryland

Surety

By Duane E. Lupke  
Attorney-in-Fact  
Duane E. Lupke

P. O. Box 11309

(Address)

Fort Wayne, IN 46857

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.



ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 10<sup>th</sup> ~~16~~ day of January, 1984, by and between Anthony Wayne Bank (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and T-G Excavating, Inc., (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated Jan. 11, 1984 ~~Dec. 22, 1983~~, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

- a. In the manner directed by the joint written authorization of the Owner and Contractor.
- b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

SEND CHECKS TO

ADN. MARY WILLIAMS



- c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

- a. A charge of — 0 — for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement
- b. An additional charge of — 0 — for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement
- c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.



Anthony Wayne Bank  
(ESCROW AGENT)

City of Fort Wayne, Ind.  
(OWNER)

BY Mary E. Williams  
ASST VICE PRES.

T-G Excavating, Inc.  
(CONTRACTOR)

Thomas M. Stockamp, Pres.

[Signature]  
Greg R. Collins  
Jack Wilson, Jr.

ITS BOARD OF PUBLIC WORKS  
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct \_\_\_\_\_  
\_\_\_\_\_ ("Escrow Agent") to advance to the Contractor the  
sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) pursuant to Section 3 of the Escrow Agreement dated  
\_\_\_\_\_, 19\_\_\_\_, by and between the aforementioned parties,  
including accrued income, less the escrow fee.

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Its Board of Public Works



BILL NO. S-84-01-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and  
through its Board of Public Works and T-G Excavating, for Res.  
#391-83, Lawrence Drain Sewer Improvement Project

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 2-14-84  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Res. #391-83 - Lawrence Drain Sewer Improvement Project ContractDEPARTMENT REQUESTING ORDINANCE Board of Public WorksS-84-01-19

SYNOPSIS OF ORDINANCE This contract for Res. #391-83 , Lawrence Drain Improvement  
is for improvement of Lawrence Drain by installing a storm sewer and constructing an  
open ditch within the Southwest Quarter of Section 7, Township 30 North, Range 13 East  
in Allen County, Indiana. Said Sewer shall be 98" X 63" elliptical pipe.

T-G Excavating is the contractor.PRIOR APPROVAL RECEIVED 12/27/83

EFFECT OF PASSAGE Sewer improvement at above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$180,112.45

ASSIGNED TO COMMITTEE \_\_\_\_\_